

# TOHO WATER AUTHORITY

## ROBERT McLANE BLVD. GRAVITY SEWER REHABILITATION PROJECT

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PROJECT LOCATION:

OSCEOLA COUNTY, FL.

Tt PROJECT No.:  
200-08466-18010

CLIENT INFORMATION:

TOHO WATER AUTHORITY  
951 MARTIN LUTHER KING BLVD  
KISSIMMEE, FL. 34741

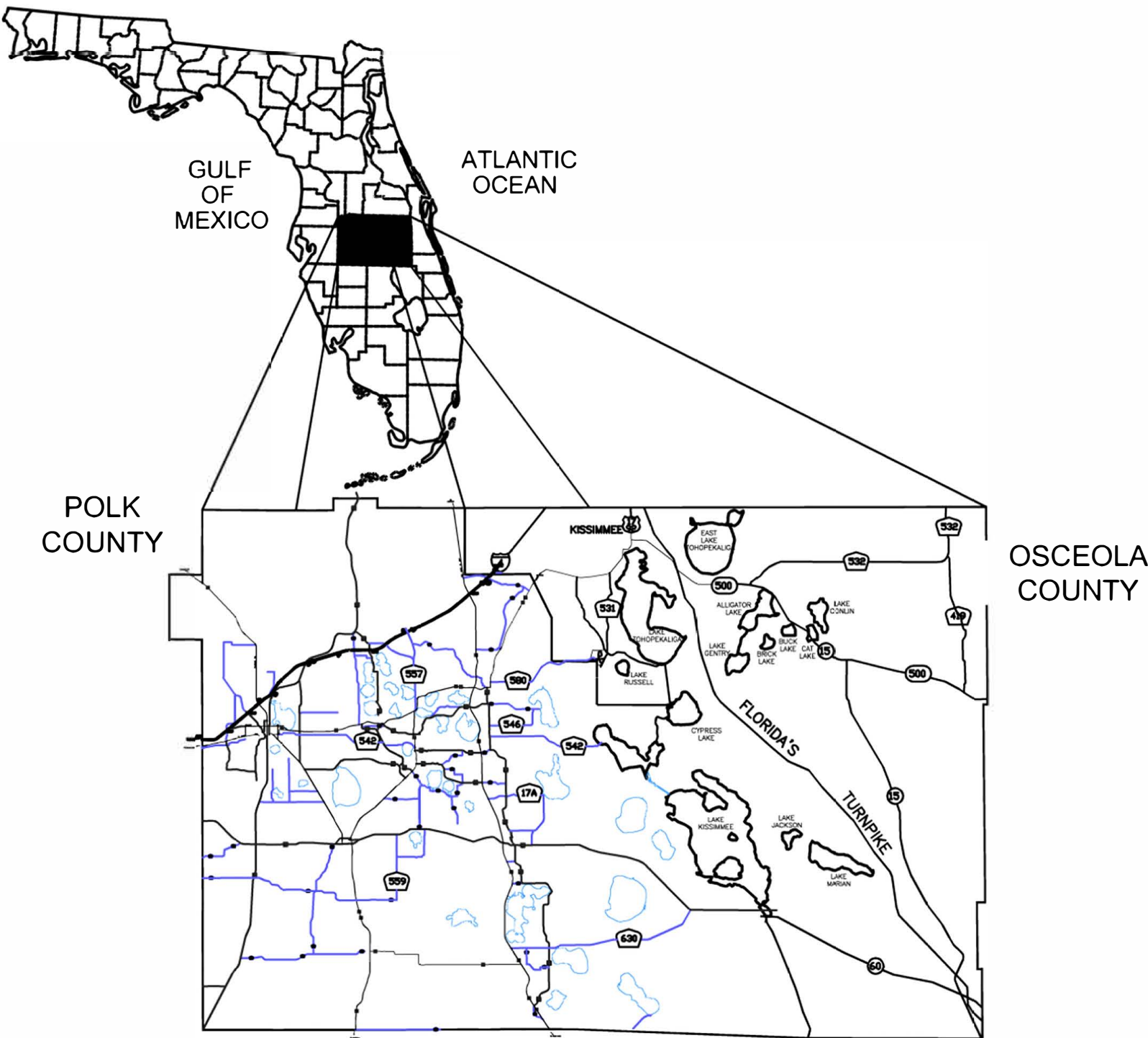
CLIENT PROJECT No.:

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 PROJECT LOCATION MAP  
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Bar Measures 1 inch



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GENERAL NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SURVEY THE WORK LIMITS AND DETERMINE THE EXACT LOCATION, DEPTH, AND CHARACTER INCLUDING EXISTING INVERT ELEVATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS AND ELEVATIONS OF UTILITIES AT LEAST 48 HOURS IN ADVANCE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE CAUSED BY HIS OPERATIONS. EXISTING UTILITY LOCATIONS (GAS, WATER, UGT, ETC) AS SHOWN ARE APPROXIMATE AND HAVE NOT BEEN FIELD-VERIFIED. THE EXISTING UTILITIES SHOWN SHALL NOT BE CONSTRUED AS BEING ALL-INCLUSIVE OF UTILITIES IN THE AREA. ANY INTERRUPTION OF SERVICE SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY AT NO ADDITIONAL COST TO THE TOHO WATER AUTHORITY (TWA).
2. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, ETC. DISTURBED BY THE CONTRACTORS OPERATIONS SHALL BE REPLACED WITH MATERIAL EQUAL TO, OR BETTER THAN, EXISTING CONDITIONS.
3. THE CONTRACTOR SHALL NOT PLACE ANY FILL MATERIAL WITHIN WETTED DITCH OR WETLAND AREAS. THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL MEASURES AS NECESSARY TO ELIMINATE SEDIMENT TRANSPORT OR DISPOSITION, INCLUDING CONTINUAL MAINTENANCE OF SUCH ITEMS THROUGHOUT THE PROJECT DURATION.
4. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF ORGANIC SILT PEAT AREAS, IF ANY, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO BRING IN MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
5. CHAPTER 553-851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW ALL SERVICE LINES.
6. THE CONTRACTOR SHALL PROTECT, SUPPORT AND MAINTAIN ALL EXISTING UTILITIES, WITHIN THE CONSTRUCTION LIMITS. ADEQUATE NOTIFICATION SHALL BE PROVIDED TO ALL UTILITY FACILITY OWNERS FOR ANY NECESSARY COORDINATION EFFORTS, WELL IN ADVANCE OF WORKING WITHIN SUCH LIMITS.
7. THE CONTRACTOR SHALL LOCATE ALL EXISTING WATER, SANITARY SEWER AND STORM SEWERS AT PROPOSED TIE-IN LOCATIONS TO VERIFY ACTUAL LOCATION, SIZE, ELEVATION, AND MATERIAL PRIOR TO ORDERING NEW MATERIALS.
8. ALL FITTINGS ON EXISTING MAINS ARE ASSUMED TO BE RESTRAINED BY MECHANICAL JOINTS OR POTENTIALLY THRUST BLOCK. CONTRACTOR SHALL USE CAUTION WHEN WORKING IN THESE AREAS AND SHALL RESTRAIN ALL EXISTING INFRASTRUCTURE AS NECESSARY.
9. NOT ALL SEWER LATERALS OR WATER SERVICE LINE LOCATIONS ARE SHOWN ON THE PLANS AND SHALL BE FIELD VERIFIED BEFORE CONSTRUCTION.
- 10.DEWATERING MAY BE REQUIRED IN SOME AREAS TO ACHIEVE THE NECESSARY EXCAVATION AND SUBSEQUENT CONSTRUCTION, BACKFILLING, AND COMPACTING. NO EXTRA COMPENSATION FOR DEWATERING OR FOR HANDLING OF DEWATERING DISCHARGE(S) WILL BE ALLOWED.
- 11.IF IT IS DETERMINED THAT UTILITY POLES OR STREET LIGHTING REQUIRE HOLDING OR RELOCATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THEIR HOLDING AND/OR RELOCATION OF THE POLES AND/OR STREET LIGHTING.
- 12.IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND, INCLUDING, BUT NOT LIMITED TO, OSCEOLA COUNTY, ETC. ALL MOT OR ROW USE PERMITS, DEP PERMITS, WATER MANAGEMENT DISTRICT STORMWATER DISCHARGE PERMIT TO FACILITATE DEWATERING, FDEP DISCHARGE PERMIT AND OTHER REQUIRED PERMITS, BEFORE BEGINNING CONSTRUCTION.
- 13.THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS, OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. PRIOR TO FINAL SODDING, THE FINAL GRADES WILL NEED TO BE APPROVED BY THE ENGINEER. EROSION CONTROL MEASURES MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
- 14.THE REMOVAL OF DEBRIS AND ANY OTHER MATERIAL INCLUDING PIPES, CONCRETE STRUCTURES AND PAVEMENT LAYERS FROM THE CLEARING AND GRUBBING OR OTHER OPERATIONS SHALL BE HAULED AWAY BY THE CONTRACTOR IN LEGAL FASHION TO AN AUTHORIZED DISPOSAL FACILITY.
- 15.WHERE MUNICIPAL SIGNS, REFLECTORS, OR OTHER COMPONENTS THEREOF, WILL INTERFERE WITH PROPOSED CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE AGENCY HAVING JURISDICTION OF THE ROW LIMITS IN ADVANCE OF STARTING WORK. ALL SIGNS, REFLECTORS, ETC. WILL BE MOVED OR RELOCATED BY CONTRACTOR IF SO DIRECTED. ANY SIGNS, REFLECTORS, ETC., DAMAGED, DESTROYED, REMOVED OR RELOCATED WITHOUT AUTHORIZATION WILL BE REPLACED OR RELOCATED, AS MAY BE REQUIRED, AT THE EXPENSE OF THE CONTRACTOR.

16.ALL STREET SIGNAGE MATERIALS TO CONFORM WITH THE FDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND SAFE PRACTICES FOR STREET & HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS.

17.PRIOR TO BEGINNING ANY CONSTRUCTION THAT WOULD OBSTRUCT TRAFFIC, THE CONTRACTOR SHALL NOTIFY THE AGENCY HAVING JURISDICTION, THE FIRE CHIEF, POLICE CHIEF, SHERIFFS DEPARTMENT, HIGHWAY PATROL, AND LOCAL NEWSPAPERS TO PUBLICIZE INCONVENIENCE AND ALTERNATIVE ROUTES OF TRAVEL. MESSAGE BOARDS ARE TO BE PROVIDED PER EACH JURISDICTIONAL AUTHORITY FOR ADVISING RESIDENTS AND BUSINESSES OF WORK.

18.THE CONTRACTOR SHALL FURNISH SIGNED AND SEALED APPROVED MAINTENANCE OF TRAFFIC PLANS AS NECESSARY FOR THE PERFORMANCE OF THE WORK AND MEETING ALL JURISDICTIONAL AUTHORITY'S REQUIREMENTS.

19.ALL POTABLE WATER MAINS EITHER INSTALLED OR DISTURBED DURING CONSTRUCTION SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651-92 (SUBSECTION 4.8 AND SECTION 9) AND RULE 62-555.345, F.A.C. SUCH WATER MAINS SHALL THEN BE BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. A REPRESENTATIVE FROM THE UTILITY MUST BE PRESENT DURING THE TAKING OF THE WATER SAMPLES.

20.NO WORK SHALL BE PERFORMED ON SATURDAY OR SUNDAY OR ANY DAY BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM. EXCEPT SUCH WORK AS IS NECESSARY FOR THE PROPER CARE AND PROTECTION OF THE WORK ALREADY PERFORMED, OR EXCEPT THAT PERMISSION TO WORK DURING THIS PERIOD MAY BE SECURED. NORMAL WORKING HOURS AS ESTABLISHED ABOVE MAY BE FURTHER RESTRICTED IF TRAFFIC CONDITIONS WARRANT.

21.THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES/AGENCIES NOT LESS THAN 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.

|                                |              |
|--------------------------------|--------------|
| CHARTER COMMUNICATIONS         | 407-532-8509 |
| TOHO WATER AUTHORITY           | 407-944-5057 |
| CROWN CASTLE NG                | 888-632-0931 |
| ORLANDO TELEPHONE COMPANY INC. | 407-996-6297 |
| COMCAST CABLEVISION            | 352-516-3824 |
| CENTURYLINK                    | 407-814-5293 |

22.UTILITY TEST PITS SHALL BE PERFORMED 48 HOURS IN ADVANCE OF THE CONTRACTORS DIGGING OPERATION TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES.

23.THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY AND TO MAINTAIN MEASURES AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. AT NO TIME SHALL THERE BE ANY OFFSITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62-302 AND 62-4, F.A.C.

24.THE CONTRACTOR SHALL MAINTAIN ALL FDEP REQUIRED SEPARATION DISTANCES BETWEEN EXISTING AND PROPOSED UTILITIES.

25.THE CONTRACTOR SHALL MAINTAIN ON-SITE AN ADEQUATE SUPPLY OF COMMERCIAL DRIVEWAY MATERIAL FOR TEMPORARY RESTORATION OF DRIVEWAYS IN ORDER TO MAINTAIN CONTINUOUS PROPERTY ACCESS. DRIVEWAYS MUST BE COMPLETELY RESTORED WITHIN 48 HOURS OF COMPLETION OF WORK.

26.THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR FOR RESTORING ALL MONUMENTS AND PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. PROOF OF REGISTRATION SHALL BE SUBMITTED TO ENGINEER.

27.NO TREES ARE TO BE REMOVED, CUT OR IMPACTED PRIOR TO OBTAINING A TREE REMOVAL PERMIT FROM THE CONTROLLING JURISDICTION. ROOT PRUNING WILL BE REQUIRED WHEN WORKING IN PROXIMITY OF TREES.

28.THE CONTRACTOR WILL BE REQUIRED TO SEND A LETTER TO EACH RESIDENT IMPACTED BY THIS PROJECT. THE LETTER FORMAT AND CONTENTS SHALL BE DRAFTED BY TWA. A COPY OF THE LETTER SENT TO THE RESIDENTS SHALL ALSO BE PROVIDED TO TWA, AND ALL NECESSARY STAKEHOLDERS WITHIN THE PROJECT LIMITS. THE CONTRACTOR MAY BE REQUIRED TO HOLD PUBLIC MEETINGS AT THE NEIGHBORHOOD ASSOCIATION OR SIMILAR FORUM TO INFORM THE PUBLIC AND ANSWER QUESTIONS ABOUT THE PROJECT. REPRESENTATIVES FROM TWA, THE VARIOUS PROJECT JURISDICTIONS, AND THE ENGINEER SHALL BE AT THE MEETING. NO ADDITIONAL COSTS WILL BE PROVIDED TO THE CONTRACTOR FOR MEETING ATTENDENCE, UPDATES OR COORDINATION WITH RESIDENTS WHICH MAY BE ON-GOING.

29.WATER SERVICES SHALL BE REPLACED IN AREAS THAT GRAVITY SEWER MAINS ARE REPLACED AS DIRECTED BY THE TOHO WATER AUTHORITY INSPECTOR. SEE WATER SERVICE DETAIL. ALL WATER SERVICES WHICH ARE NOT PE SHALL BE REQUIRED TO BE REPLACED WITHIN THE WORK LIMITS AND WITH CONCURRENCE FROM TWA'S INSPECTOR. WATER SERVICES CURRENTLY SHOWN FOR REPLACEMENT MAY OR MAY NOT REQUIRE REPLACEMENT AS THEIR MATERIAL IS NOT FULLY KNOWN. WATER SERVICE REPLACEMENT ARE ASSUMED AND THE EXACT LOCATIONS OF THE SERVICES ARE NOT KNOWN, THEREFORE ONLY CALLOUTS ARE SHOWN. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR ANY QUANTITY VARIATIONS IN THE WATER SERVICE REPLACEMENTS.

30.ALL EXCAVATIONS SHALL BE BACK-FILLED AT THE END OF EACH DAY AND TEMPORARY

PAVEMENT/COLD PATCHING WILL BE REQUIRED PER EACH JURISDICTIONAL AUTHORITY'S REQUIREMENTS. ACCESS TO ALL DRIVEWAYS MUST REMAIN OPEN AT ALL TIMES.

31.WATER AND SEWER SERVICE TO BE MAINTAINED TO EACH PROPERTY AT ALL TIMES. CONTRACTOR TO INSTALL TEMPORARY SEWER AND WATER CONNECTIONS WHERE REQUIRED.

32.A STAMPED APPROVED SET OF PLANS BY THE TOHO WATER AUTHORITY AND ALL OTHER JURISDICTIONAL AUTHORITIES MUST BE ON SITE AT ALL TIMES.

33.ONE FULLSIZE HARD COPY AND DIGITAL COPIES IN AUTOCAD AND PDF FORMATS OF AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE TOHO WATER AUTHORITY AS RECORD DRAWINGS AT OR BEFORE THE FINAL INSPECTION. AS-BUILT DRAWINGS MUST CONFORM TO TWA STANDARDS AND SPECIFICATIONS INCLUDING ASSET TABLE INFORMATION. PROGRESSIVE AS-BUILTS ARE REQUIRED MONTHLY AND PRIOR TO PAY AUTHORIZATIONS.

34.ALL WORK SHALL BE INSPECTED BY TOHO PERSONNEL. SANITARY SEWERS SHALL BE LAMP TESTED AND LOW PRESSURE TESTED AND WITNESSED BY TWA PERSONNEL. IN ADDITION, POST CCTV INSPECTIONS AND REPORTS ARE REQUIRED FOR ALL LATERALS AND GRAVITY SEWER MAINS.

35.ALL TIE-INS TO EXISTING MANHOLES SHALL BE CORE DRILLED. RIGID CONNECTORS ARE REQUIRED FOR ALL PIPE CONNECTIONS. SPECIAL COUPLINGS MAY BE REQUIRED FOR VARYING MATERIAL TRANSITIONS AND CONNECTIONS. ALL COUPLINGS WILL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

36.CLEANOUTS SHALL BE ADDED OR REPLACED AT THE ROW LINE FOR ALL LATERALS REPAIRS OR REPLACEMENTS. CLEANOUTS ARE REQUIRED FOR ALL SINGLE OR DOUBLE SERVICES.

37.TUNNELING UNDER CONCRETE CURBS AND SIDEWALKS FOR CONNECTIONS OF LATERALS IS NOT PERMITTED. CURBS AND SIDEWALKS WILL NEED TO BE SAWCUT AND REPAIRED FOR LATERAL INSTALLATIONS.

38.THE CONTRACTOR SHALL PROVIDE FOR SURVEYING OF ALL AREAS WITHIN THE OPEN CUT CONSTRUCTION LIMITS AS NEEDED FOR RECONSTRUCTION EFFORTS. ELEVATIONS SHALL BE PROVIDED AT EDGE OF PAVEMENT AND CENTERLINE EVERY 50 FEET AND ALL GRADE CHANGES. ROADWAY SHALL BE RE-BUILT TO MATCH EXISTING ELEVATIONS.

39.ASPHALTIC CONCRETE RESURFACING SHALL BE COMPLETED TO THE ORIGINAL EDGE OF PAVEMENT. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING PAVEMENT OUTSIDE OF RESURFACING LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE TO THE EXISTING ROADWAY OUTSIDE THE LIMITS OF RESURFACING. IN-PAVEMENT TRAFFIC SENSORS SHALL BE REPLACED WHERE LOCATED IN AREAS THAT ARE BEING MILLED AND RESURFACED.

40.WHERE REQUIRED, AT NO ADDITIONAL COST TO TWA, THE CONTRACTOR SHALL USE TEMPORARY SHEETING, AS DESIGNED BY A PROFESSIONAL ENGINEER HIRED BY THE CONTRACTOR FOR TRENCH BOXES TO MINIMIZE THE SIZE OF EXCAVATIONS AND PROTECT EXISTING ROADWAY UTILITIES AND FACILITIES. CONTRACTOR TO COMPLY WITH OSHA TRENCH SAFETY REQUIREMENTS AT ALL TIMES.

41.AN ASPHALT CAP, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED OVER ALL OPEN CUTS PRIOR TO TRAFFIC BEING RESTORED. STOP BARS AND ALL PAVEMENT STRIPING SHALL BE INCLUDED AND RESTORED AS NEEDED.

42.ANY ROLL OFF CONTAINERS USED DURING CONSTRUCTION ACTIVITIES SHALL BE PROVIDED BY WASTE MANAGEMENT AS REQUIRED BY EACH JURISDICTIONAL AUTHORITY.

43.LOCAL RESIDENT AND BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS AND BUSINESSES SEVEN (7) DAYS PRIOR TO IMPLEMENTING ANY ROADWAY OR DRIVEWAY CLOSURE. SECOND NOTICE SHALL BE GIVEN 24 HOURS IN ADVANCE OF CLOSURE. MAINTAIN EMERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.

44.ANY DISRUPTION TO ANY STORM SYSTEM WILL REQUIRE NOTIFICATION AND COORDINATION WITH A REPRESENTATIVE FROM THE IMPACTED JURISDICTION. BACKFILL OF THE DISRUPTED STORM SYSTEM PRIOR TO INSPECTION AND APPROVAL FROM THE PUBLIC WORKS DEPARTMENT IS PROHIBITED, AND WILL RESULT IN THE AREA BEING DUG UP AT NO ADDITIONAL COST TO TWA OR CITY.

45.ANY CONFLICT MANHOLES WHICH INCLUDE STORMWATER SHALL BE INSPECTED BY A REPRESENTATIVE OF THE IMPACTED JURISDICTION.

46.ALL CONSTRUCTION SCHEDULES MUST BE SUBMITTED TO THE ENGINEER, TWA, AND OTHER JURISDICTIONAL AUTHORITIES. .

47.ALL EXCAVATIONS SHALL BE PER THE JURISDICTIONAL STANDARD DETAILS. ALL DRIVEWAY REPAIR WILL REQUIRE 6 X 6 WELDED WIRE. DRIVEWAY REPAIRS SHALL BE IN ACCORDANCE WITH THE JURISDICTIONAL STANDARD DETAILS. DRIVEWAYS WILL BE RESTORED IN KIND, INCLUDING VARYING MATERIALS, PAVERS, STAMPED CONCRETE, ETC., AT NO ADDITIONAL COST TO THE OWNER.

48.ALL SIDEWALKS MUST BE RESTORED TO BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS AND SPECIFICATIONS.



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DATE

BY

DESCRIPTION

DATE

MARK

TOHO WATER AUTHORITY  
ROBERT McLANE BLVD. GRAVITY SEWER  
REHABILITATION PROJECT

GENERAL NOTES

Project No.: 200-08466-18010

Designed By: JMA

Drawn By: GSM

Checked By: JMA

G-02

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Bar Measures 1 inch



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WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) CONTRACT REQUIREMENTS:

THE CONTRACTOR MUST MEET ALL NECESSARY WIFIA REQUIREMENTS DURING THE PERFORMANCE OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER NO. 11246

1. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE CONTRACTING OFFICER SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

2. THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVANCEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN.

3. THE CONTRACTOR WILL NOT DISCHARGE OR IN ANY OTHER MANNER DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE SUCH EMPLOYEE OR APPLICANT HAS INQUIRED ABOUT, DISCUSSED, OR DISCLOSED THE COMPENSATION OF THE EMPLOYEE OR APPLICANT OR ANOTHER EMPLOYEE OR APPLICANT. THIS PROVISION SHALL NOT APPLY TO INSTANCES IN WHICH AN EMPLOYEE WHO HAS ACCESS TO THE COMPENSATION INFORMATION OF OTHER EMPLOYEES OR APPLICANTS AS A PART OF SUCH EMPLOYEE'S ESSENTIAL JOB FUNCTIONS DISCLOSES THE COMPENSATION OF SUCH OTHER EMPLOYEES OR APPLICANTS TO INDIVIDUALS WHO DO NOT OTHERWISE HAVE ACCESS TO SUCH INFORMATION, UNLESS SUCH DISCLOSURE IS IN RESPONSE TO A FORMAL COMPLAINT OR CHARGE, IN FURTHERANCE OF AN INVESTIGATION, PROCEEDING, HEARING, OR ACTION, INCLUDING AN INVESTIGATION CONDUCTED BY THE EMPLOYER, OR IS CONSISTENT WITH THE CONTRACTOR'S LEGAL DUTY TO FURNISH INFORMATION.

4. THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER, ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER SECTION 202 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

5. THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 11246 OF SEPT. 24, 1965, AND OF THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

6. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AND BY THE RULES, REGULATIONS, AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS, AND ACCOUNTS BY THE CONTRACTING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS, AND ORDERS.

7. IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF SUCH RULES, REGULATIONS, OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED, OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 11246 OF SEPT. 24, 1965, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, OR BY RULE, REGULATION, OR ORDER OF THE SECRETARY OF LABOR, OR AS OTHERWISE PROVIDED BY LAW.

8. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (8) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS, OR ORDERS OF THE SECRETARY OF LABOR ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS MAY BE DIRECTED BY THE SECRETARY OF LABOR AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT THE CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES. [SEC. 202 AMENDED BY EO 11375 OF OCT. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 COMP., P. 684, EO 12086 OF OCT. 5, 1978, 43 FR 46501, 3 CFR, 1978 COMP., P. 230, EO 13665 OF APRIL 8, 2014, 79 FR 20749, EO 13672 OF JULY 21, 2014, 79 FR 42971]"

CIVIL RIGHTS LAWS

THE CONTRACTOR MUST COMPLY WITH CIVIL RIGHTS LAWS, INCLUDING LAWS PROHIBITING DISCRIMINATION IN THE PROVISION OF SERVICES OR BENEFITS, ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, HANDICAP OR AGE, IN PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE. THESE LAWS ARE:

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED: "NO PERSON IN THE UNITED STATES SHALL, ON THE GROUND OF RACE, COLOR, OR NATIONAL ORIGIN, BE EXCLUDED FROM

PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE."

2. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED: "(N)O OTHERWISE QUALIFIED INDIVIDUAL WITH A DISABILITY IN THE UNITED STATES...SHALL, SOLELY BY REASON OF HIS OR HER DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE..."
3. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED: "(N)O PERSON IN THE UNITED STATES SHALL, ON THE BASIS OF AGE, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FINANCIAL ASSISTANCE."
4. SECTION 13 OF THE 1972 AMENDMENTS TO THE FEDERAL WATER POLLUTION CONTROL ACT: "(N)O PERSON IN THE UNITED STATES SHALL ON THE GROUND OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED. EMPLOYMENT DISCRIMINATION ON THE BASIS OF SEX IS PROHIBITED IN ALL SUCH PROGRAMS OR ACTIVITIES."
5. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972: "(N)O PERSON IN THE UNITED STATES ON THE BASIS OF SEX SHALL BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE. EMPLOYMENT DISCRIMINATION ON THE BASIS OF SEX IS PROHIBITED IN ALL SUCH EDUCATION PROGRAMS OR ACTIVITIES. NOTE: AN EDUCATION PROGRAM OR ACTIVITY IS NOT LIMITED TO ONLY THOSE CONDUCTED BY A FORMAL INSTITUTION.
6. THE EXECUTIVE ORDER 13166 (E.O. 13166) ENTITLED: "IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY" REQUIRES FEDERAL AGENCIES WORK TO ENSURE THAT RECIPIENTS OF FEDERAL FINANCIAL ASSISTANCE PROVIDE MEANINGFUL ACCESS TO THEIR LEP APPLICANTS AND BENEFICIARIES.

AMERICAN IRON AND STEEL REQUIREMENTS:

THE CONTRACTOR ACKNOWLEDGES TO AND FOR THE BENEFIT OF THE OWNER, AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA"), THAT IT UNDERSTANDS THE GOODS AND SERVICES UNDER THIS AGREEMENT ARE BEING FUNDED WITH MONIES MADE AVAILABLE BY THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM OF THE EPA THAT HAS STATUTORY REQUIREMENTS COMMONLY KNOWN AS "AMERICAN IRON AND STEEL" THAT REQUIRES ALL OF THE IRON AND STEEL PRODUCTS USED IN THE PROJECT TO BE PRODUCED IN THE UNITED STATES ("AMERICAN IRON AND STEEL REQUIREMENT") INCLUDING IRON AND STEEL PRODUCTS PROVIDED BY THE CONTACTOR PURSUANT TO THIS AGREEMENT. THE CONTRACTOR HEREBY REPRESENTS, WARRANTS AND COVENANTS TO AND FOR THE BENEFIT OF THE OWNER AND THE EPA THAT (A) THE CONTRACTOR HAS REVIEWED AND UNDERSTANDS THE AMERICAN IRON AND STEEL REQUIREMENT, (B) ALL OF THE IRON AND STEEL PRODUCTS USED IN THE PROJECT WILL BE AND/OR HAVE BEEN PRODUCED IN THE UNITED STATES IN A MANNER THAT COMPLIES WITH THE AMERICAN IRON AND STEEL REQUIREMENT, UNLESS A WAIVER OF THE REQUIREMENT IS APPROVED, AND (C) THE CONTRACTOR WILL PROVIDE ANY FURTHER VERIFIED INFORMATION, CERTIFICATION OR ASSURANCE OF COMPLIANCE WITH THIS PARAGRAPH, OR INFORMATION NECESSARY TO SUPPORT A WAIVER OF THE AMERICAN IRON AND STEEL REQUIREMENT, AS MAY BE REQUESTED BY THE PURCHASER OR THE EPA. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY FAILURE TO COMPLY WITH THIS PARAGRAPH BY THE CONTRACTOR SHALL PERMIT THE OWNER OR THE EPA TO RECOVER AS DAMAGES AGAINST THE CONTRACTOR ANY LOSS, EXPENSE, OR COST (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) INCURRED BY THE PURCHASER OR THE EPA RESULTING FROM ANY SUCH FAILURE (INCLUDING WITHOUT LIMITATION ANY IMPAIRMENT OR LOSS OF FUNDING, WHETHER IN WHOLE OR IN PART, FROM THE EPA OR ANY DAMAGES OWED TO THE EPA BY THE OWNER). WHILE THE CONTRACTOR HAS NO DIRECT CONTRACTUAL PRIVITY WITH THE EPA, AS A LENDER TO THE OWNER FOR THE FUNDING OF ITS PROJECT, THE OWNER AND THE CONTRACTOR AGREE THAT THE EPA IS A THIRD-PARTY BENEFICIARY AND NEITHER THIS PARAGRAPH (NOR ANY OTHER PROVISION OF THIS AGREEMENT NECESSARY TO GIVE THIS PARAGRAPH FORCE OR EFFECT) SHALL BE AMENDED OR WAIVED WITHOUT THE PRIOR WRITTEN CONSENT OF THE EPA.

DAVIS-BACON ACT REQUIREMENTS

CONTRACT AND SUBCONTRACT PROVISIONS

- (a) ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000 MUST COMPLY WITH THE DAVIS-BACON ACT FOR THE ACTUAL CONSTRUCTION, ALTERATION AND/OR REPAIR, INCLUDING PAINTING AND DECORATING, OF A PUBLIC BUILDING OR PUBLIC WORK, OR BUILDING OR WORK FINANCED IN WHOLE OR IN PART FROM FEDERAL FUNDS OR IN ACCORDANCE WITH GUARANTEES OF A FEDERAL AGENCY OR FINANCED FROM FUNDS OBTAINED BY PLEDGE OF ANY CONTRACT OF A FEDERAL AGENCY TO MAKE A LOAN, GRANT OR ANNUAL CONTRIBUTION (EXCEPT WHERE A DIFFERENT MEANING IS EXPRESSLY INDICATED), AND WHICH IS SUBJECT TO THE LABOR STANDARDS PROVISIONS OF ANY OF THE ACTS LISTED IN § 5.1. THE FOLLOWING CLAUSES (OR ANY MODIFICATIONS THEREOF TO MEET THE PARTICULAR NEEDS OF THE AGENCY, PROVIDED, THAT SUCH MODIFICATIONS ARE FIRST APPROVED BY THE DEPARTMENT OF LABOR):
- (1)MINIMUM WAGES.
- (i) ALL LABORERS AND MECHANICS EMPLOYED OR WORKING UPON THE SITE OF THE WORK (OR UNDER THE UNITED STATES HOUSING ACT OF 1937 OR UNDER THE HOUSING ACT OF 1949 IN THE CONSTRUCTION OR DEVELOPMENT OF THE PROJECT), WILL BE PAID UNCONDITIONALLY AND NOT LESS OFTEN THAN ONCE A WEEK, AND WITHOUT SUBSEQUENT DEDUCTION OR REBATE ON ANY ACCOUNT (EXCEPT SUCH PAYROLL DEDUCTIONS AS ARE PERMITTED BY REGULATIONS ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT ( 29 CFR PART 3)), THE FULL AMOUNT OF WAGES AND BONA FIDE FRINGE BENEFITS (OR CASH EQUIVALENTS THEREOF) DUE AT TIME OF PAYMENT COMPUTED AT RATES NOT LESS THAN THOSE CONTAINED IN THE WAGE DETERMINATION OF THE SECRETARY OF LABOR WHICH IS ATTACHED HERETO AND MADE A PART HEREOF, REGARDLESS OF ANY CONTRACTUAL

RELATIONSHIP WHICH MAY BE ALLEGED TO EXIST BETWEEN THE CONTRACTOR AND SUCH LABORERS AND MECHANICS. CONTRIBUTIONS MADE OR COSTS REASONABLY ANTICIPATED FOR BONA FIDE FRINGE BENEFITS UNDER SECTION 1(B)(2) OF THE DAVIS-BACON ACT ON BEHALF OF LABORERS OR MECHANICS ARE CONSIDERED WAGES PAID TO SUCH LABORERS OR MECHANICS, SUBJECT TO THE PROVISIONS OF PARAGRAPH (A)(1)(IV) OF THIS SECTION; ALSO, REGULAR CONTRIBUTIONS MADE OR COSTS INCURRED FOR MORE THAN A WEEKLY PERIOD (BUT NOT LESS OFTEN THAN QUARTERLY) UNDER PLANS, FUNDS, OR PROGRAMS WHICH COVER THE PARTICULAR WEEKLY PERIOD, ARE DEEMED TO BE CONSTRUCTIVELY MADE OR INCURRED DURING SUCH WEEKLY PERIOD. SUCH LABORERS AND MECHANICS SHALL BE PAID THE APPROPRIATE WAGE RATE AND FRINGE BENEFITS ON THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED, WITHOUT REGARD TO SKILL, EXCEPT AS PROVIDED IN § 5.5(A)(4). LABORERS OR MECHANICS PERFORMING WORK IN MORE THAN ONE CLASSIFICATION MAY BE COMPENSATED AT THE RATE SPECIFIED FOR EACH CLASSIFICATION FOR THE TIME ACTUALLY WORKED THEREIN: PROVIDED, THAT THE EMPLOYER'S PAYROLL RECORDS ACCURATELY SET FORTH THE TIME SPENT IN EACH CLASSIFICATION IN WHICH WORK IS PERFORMED. THE WAGE DETERMINATION (INCLUDING ANY ADDITIONAL CLASSIFICATION AND WAGE RATES CONFORMED UNDER PARAGRAPH (A)(1)(II) OF THIS SECTION) AND THE DAVIS-BACON POSTER (WH-1321) SHALL BE POSTED AT ALL TIMES BY THE CONTRACTOR AND ITS SUBCONTRACTORS AT THE SITE OF THE WORK IN A PROMINENT AND ACCESSIBLE PLACE WHERE IT CAN BE EASILY SEEN BY THE WORKERS.

- (A) THE CONTRACTING OFFICER SHALL REQUIRE THAT ANY CLASS OF LABORERS OR MECHANICS, INCLUDING HELPERS, WHICH IS NOT LISTED IN THE WAGE DETERMINATION AND WHICH IS TO BE EMPLOYED UNDER THE CONTRACT SHALL BE CLASSIFIED IN CONFORMANCE WITH THE WAGE DETERMINATION. THE CONTRACTING OFFICER SHALL APPROVE AN ADDITIONAL CLASSIFICATION AND WAGE RATE AND FRINGE BENEFITS THEREFORE ONLY WHEN THE FOLLOWING CRITERIA HAVE BEEN MET:
- (1)THE WORK TO BE PERFORMED BY THE CLASSIFICATION REQUESTED IS NOT PERFORMED BY A CLASSIFICATION IN THE WAGE DETERMINATION; AND
- (2)THE CLASSIFICATION IS UTILIZED IN THE AREA BY THE CONSTRUCTION INDUSTRY; AND
- (3)THE PROPOSED WAGE RATE, INCLUDING ANY BONA FIDE FRINGE BENEFITS, BEARS A REASONABLE RELATIONSHIP TO THE WAGE RATES CONTAINED IN THE WAGE DETERMINATION.
- (B) IF THE CONTRACTOR AND THE LABORERS AND MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION (IF KNOWN), OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER AGREE ON THE CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS WHERE APPROPRIATE), A REPORT OF THE ACTION TAKEN SHALL BE SENT BY THE CONTRACTING OFFICER TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR, WASHINGTON, DC 20210. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL APPROVE, MODIFY, OR DISAPPROVE EVERY ADDITIONAL CLASSIFICATION ACTION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.
- (C) IN THE EVENT THE CONTRACTOR, THE LABORERS OR MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER DO NOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), THE CONTRACTING OFFICER SHALL REFER THE QUESTIONS, INCLUDING THE VIEWS OF ALL INTERESTED PARTIES AND THE RECOMMENDATION OF THE CONTRACTING OFFICER, TO THE ADMINISTRATOR FOR DETERMINATION. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL ISSUE A DETERMINATION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.
- (D) THE WAGE RATE (INCLUDING FRINGE BENEFITS WHERE APPROPRIATE) DETERMINED PURSUANT TO PARAGRAPHS (A)(1)(II) (B) OR (C) OF THIS SECTION, SHALL BE PAID TO ALL WORKERS PERFORMING WORK IN THE CLASSIFICATION UNDER THIS CONTRACT FROM THE FIRST DAY ON WHICH WORK IS PERFORMED IN THE CLASSIFICATION.
- (i) WHENEVER THE MINIMUM WAGE RATE PRESCRIBED IN THE CONTRACT FOR A CLASS OF LABORERS OR MECHANICS INCLUDES A FRINGE BENEFIT WHICH IS NOT EXPRESSED AS AN HOURLY RATE, THE CONTRACTOR SHALL EITHER PAY THE BENEFIT AS STATED IN THE WAGE DETERMINATION OR SHALL PAY ANOTHER BONA FIDE FRINGE BENEFIT OR AN HOURLY CASH EQUIVALENT THEREOF.
- (II) IF THE CONTRACTOR DOES NOT MAKE PAYMENTS TO A TRUSTEE OR OTHER THIRD PERSON, THE CONTRACTOR MAY CONSIDER AS PART OF THE WAGES OF ANY LABORER OR MECHANIC THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BONA FIDE FRINGE BENEFITS UNDER A PLAN OR PROGRAM, PROVIDED, THAT THE SECRETARY OF LABOR HAS FOUND, UPON THE WRITTEN REQUEST OF THE CONTRACTOR, THAT THE APPLICABLE STANDARDS OF THE DAVIS-BACON ACT HAVE BEEN MET. THE SECRETARY OF LABOR MAY REQUIRE THE CONTRACTOR TO SET ASIDE IN A SEPARATE ACCOUNT ASSETS FOR THE MEETING OF OBLIGATIONS UNDER THE PLAN OR PROGRAM.

- (1)WITHHOLDING. THE (WRITE IN NAME OF FEDERAL AGENCY OR THE LOAN OR GRANT RECIPIENT) SHALL UPON ITS OWN ACTION OR UPON WRITTEN REQUEST OF AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF LABOR WITHTHOLD OR CAUSE TO BE WITHHELD FROM THE CONTRACTOR UNDER THIS CONTRACT OR ANY OTHER FEDERAL CONTRACT WITH THE SAME PRIME CONTRACTOR, OR ANY OTHER FEDERALLY-ASSISTED CONTRACT SUBJECT TO DAVIS-BACON PREVAILING WAGE REQUIREMENTS, WHICH IS HELD BY THE SAME PRIME CONTRACTOR, SO MUCH OF THE ACCRUED PAYMENTS OR ADVANCES AS MAY BE CONSIDERED NECESSARY TO PAY LABORERS AND MECHANICS, INCLUDING APPRENTICES, TRAINEES, AND HELPERS, EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR THE FULL AMOUNT OF WAGES REQUIRED BY THE CONTRACT. IN THE EVENT OF FAILURE TO PAY ANY LABORER OR MECHANIC, INCLUDING ANY APPRENTICE, TRAINEE, OR HELPER, EMPLOYED OR WORKING ON THE SITE OF THE WORK (OR UNDER THE UNITED STATES HOUSING ACT OF 1937 OR UNDER THE HOUSING ACT OF 1949 IN THE CONSTRUCTION OR DEVELOPMENT OF THE PROJECT), ALL OR PART OF THE WAGES REQUIRED BY THE CONTRACT, THE (AGENCY) MAY, AFTER WRITTEN NOTICE TO THE CONTRACTOR, SPONSOR, APPLICANT, OR OWNER, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION

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|--|--|---|--|
| <div><div>TETRA TECH</div><div><div>Engineering Business No. 2429<br/>www.tetratech.com</div><div>201 EAST PINE STREET, SUITE 1000<br/>ORLANDO, FL 32801<br/>PHONE: (407) 839-3965 FAX: (407) 839-3790</div></div></div> |  | <div><div>Janine M. Alexander, P.E.<br/>P.E. No. 59244, FL<br/>201 East Pine Street, Suite 1000<br/>Orlando, Florida 32801<br/>Engineering Business No. 2429</div><div>DATE</div></div> |  |
| <div>TOHO WATER AUTHORITY<br/>ROBERT McLANE BLVD. GRAVITY SEWER<br/>REHABILITATION PROJECT</div>   |  | <div>WIFIA NOTES</div>  |  |
| Project No.:   |  | 200-08466-18010   |  |
| Designed By:   |  | JMA   |  |
| Drawn By:  |  | GSM   |  |
| Checked By:  |  | JMA   |  |
| <div>G-03</div>  |  |   |  |

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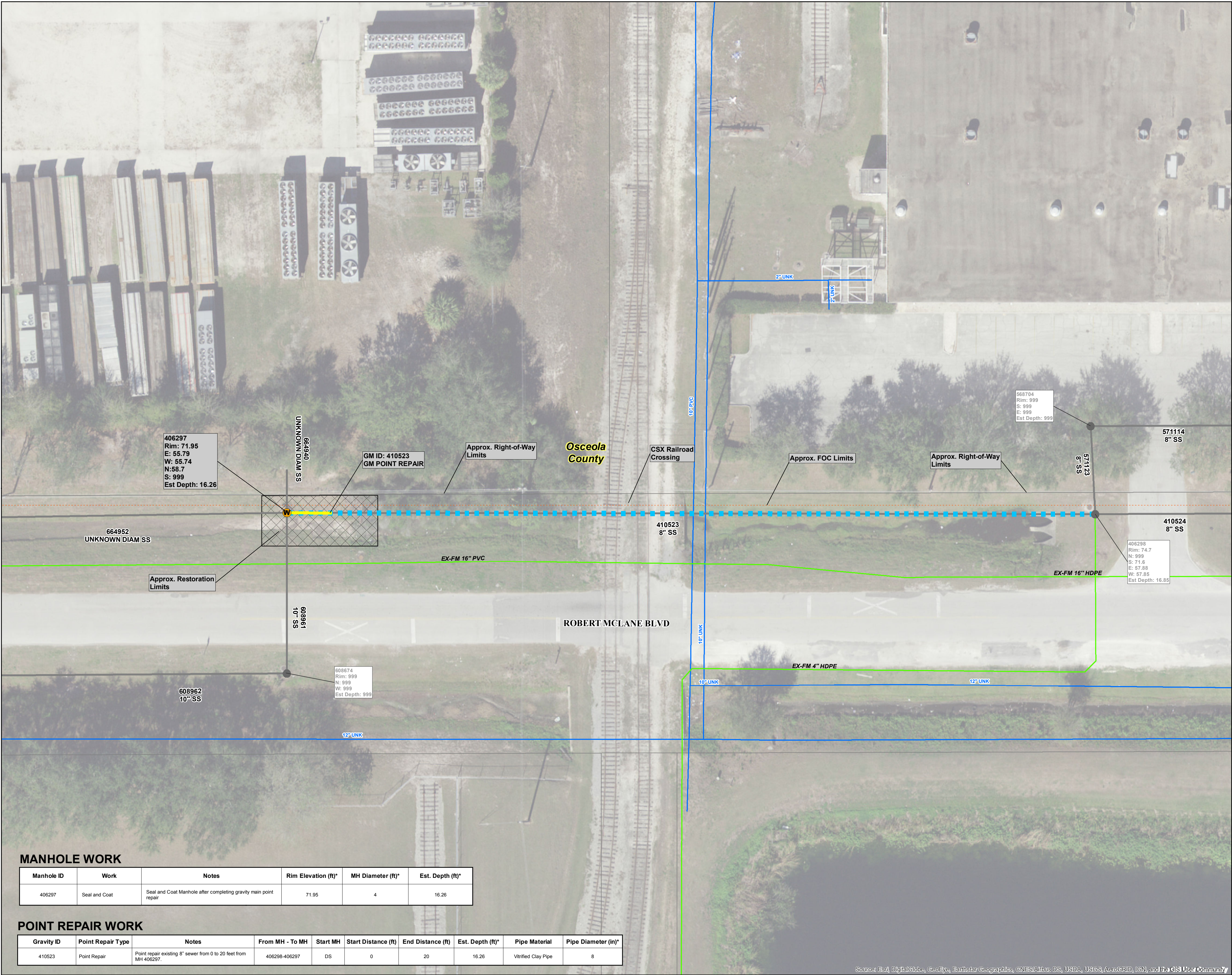






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A



MANHOLE WORK

| Manhole ID | Work          | Notes  | Rim Elevation (ft)* | MH Diameter (ft)* | Est. Depth (ft)* |
|------------|---------------|--|---------------------|-------------------|------------------|
| 406297     | Seal and Coat | Seal and Coat Manhole after completing gravity main point repair | 71.95               | 4                 | 16.26            |

POINT REPAIR WORK

| Gravity ID | Point Repair Type | Notes  | From MH - To MH | Start MH | Start Distance (ft) | End Distance (ft) | Est. Depth (ft)* | Pipe Material       | Pipe Diameter (in)* |
|------------|-------------------|--|-----------------|----------|---------------------|-------------------|------------------|---------------------|---------------------|
| 410523     | Point Repair      | Point repair existing 8" sewer from 0 to 20 feet from MH 406297. | 406298-406297   | DS       | 0                   | 20                | 16.26            | Vitrified Clay Pipe | 8                   |

- LEGEND**
- Manhole Work
  - Sanitary Manhole
  - Approximate Point Repair
  - Line
  - Other Gravity Main
  - Approximate Limits of Restoration
  - Existing Force Main
  - TWA Water Pipe
  - Fiber Optic Cable (FOC)

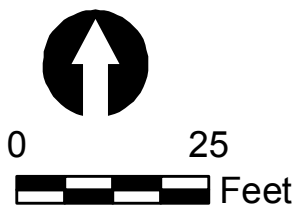
NOTES:

1. INFORMATION RELATED TO THE MATERIAL, DIAMETER, PIPE LENGTH, LATERAL LOCATION AND DEPTH OF THE SEWERS AND MANHOLES IS BASED ON RECORDS AND MUST BE VERIFIED IN THE FIELD. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CHANGES SO THE CONTRACT DOCUMENTS CAN BE MODIFIED.

2. SEWER LINING WORK IS NOT PERMITTED UNTIL AFTER THE POINT REPAIRS ARE COMPLETED.

3. ADDITIONAL NOTES PROVIDED IN THE TABLES BELOW ARE FOR INFORMATIONAL PURPOSES ONLY AND EXPRESS CONDITIONS OBSERVED AT THE TIME OF THE INSPECTION. THESE ARE NOT THE PRIMARY DEFECTS REQUIRING THE RECOMMENDED WORK, BUT MAY IMPACT PREPARATION EFFORTS NEEDED TO SUCCESSFULLY REHABILITATE THE SEWER OR MANHOLE.

4. MATERIAL CODE 'XXX' IS UNKNOWN; DEPTH CODE '999' IS UNKNOWN



GRAVITY MAIN WORK

| Gravity ID | Work | From MH - To MH | Material            | Diam (in) | Length (ft) | Lateral Count |
|------------|------|-----------------|---------------------|-----------|-------------|---------------|
| 410523     | Line | 406298-406297   | Vitrified Clay Pipe | 8         | 374         | 999           |

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Orlando, Florida 32801  
Engineering Business No. 2429

DATE

| MARK | DATE | DESCRIPTION | BY |
|------|------|-------------|----|
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TOHO WATER AUTHORITY  
ROBERT MCLANE BLVD. GRAVITY SEWER  
REHABILITATION PROJECT

LS #1 W INDUSTRIAL LANE

Project No.: 200-08466-18010  
Designed By: AMM  
Drawn By: AMM  
Checked By: JMA

C-01  
SHEET 1 of 1

Bar Measures 1 inch



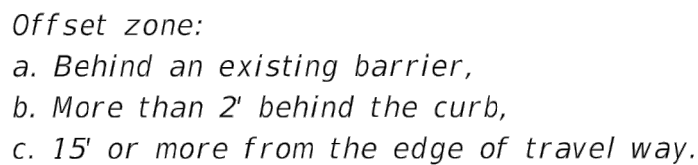
Bar Measures 1 inch



**DESCRIPTION:**

Work Area

Lane Identification + Direction of Traffic



1. *If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index 102-602.*
2. *No special signing is required.*
3. *When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.*
4. *When construction activities encroach on a sidewalk refer to Index 102-660.*
5. *For general TCZ requirements and additional information, refer to Index 102-600.*

WHERE ANY VEHICLE, EQUIPMENT,  
WORKERS AND THEIR ACTIVITIES  
ARE BEHIND AN EXISTING BARRIER,  
MORE THAN 2' BEHIND THE CURB,  
OR 15' OR MORE FROM THE EDGE  
OF TRAVEL WAY.

*SHEET*  
*1 of 1*

Bar Measures 1 inch

